BRUHAT BENGALURU MAHANAGARA PALIKE

# REQUEST FOR PROPOSALS

## Project Management Consultancy (PMC)

Project Management Consultancy (PMC) for the work of Comprehensive Development of Roads and drains at Sai Nagara Phase-I & II Yelahankaa 208, 407, 707 SFS, Attur village and Chitra layout in Attur ward no-03 in Yelahanka Division (Package -02)

**Executive Engineer**
**Yelahanka Division**
**BBMP, Bangalore - 64**

Tenderer

Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka Division

Executive Engineer
BBMP, Bengaluru

# BRUHAT BANGALORE MAHANAGARA PALIKE

**No. BBMP/YNK-D/EE/E-PMT-7/2020-21**

**Office of the Executive Engineer,**
**Yelahanka Division. Yelahanka Zone,**
**Bangalore-560064**
**Dated: 25/09/2020.**

## INVITATION FOR TENDER (IFT)
**(Two Cover system)**
**SHORT TERM TENDER**
**(Through GOK e-Procurement Portal Only)**

1. Executive Engineer (Yelahanka Division), BBMP invites Bids on behalf of the Commissioner, Bruhath Bangalore Mahanagara invite proposals (Technical and Financial) for appointing Consultant for Supervision, Project Management and Quality control for the project detailed in the table below.
2. The detailed Objectives and the Scope of the Assignment shall be as per Request for Proposal (RFP) Document and it may be downloaded from the Government of Karnataka e – Procurement Website www.eproc.karnataka.gov.in The RFP Document can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Interested Consultants who wish to participate shall remit online Transaction Fee for the RFP Document after registering in the Portal. The Transaction Fee is non refundable
3. Proposals must be submitted online through e-procurement portal on or before 16.00 hours on **09-10-2020** and the opening of bids will be as per the e-procurement portal guideline
4. Other details can be seen in the RFP Document

| SL. No | Name of the Project | EMD (Amount in Rupees) |
|---|---|---|
| 01 | Consultancy services for Supervision, Project Management and Quality Control for the work of Comprehensive Development of roads and drains at Maruthinagara, Kamakshamma layout, Kondappa layout and A Sector in ward no 01, 02 & 04 of Yelahanka Divisoion (Package-01) | 50000/- |
| 02 | Consultancy services for Supervision, Project Management and Quality Control for the work of Comprehensive Development of Roads and drains at Sai Nagara Phase-I & II Yelahankaa 208, 407, 707 SFS, Attur village and Chitra layout in Attur ward no-03 in Yelahanka Division (Package -02) | 50000/- |

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Yelahanka, Division

| | | |
|---|---|---|
| 03 | Consultancy services for Supervision, Project Management and Quality Control for the work of Comprehensive Development of roads and drains at Deo Marvel layout, AMS Layout, Swagath Layout, Akashavani Layout, Chowdappa Layout and GKVK layout in ward No 3 & 4 of Yelahanka Division (Package No-03) | 50000/- |
| 04 | Consultancy services for Supervision, Project Management and Quality Control for the work of Comprehensive Development of roads and drains at Maruthinagara 3rd main road, Mathru Layout, Someshwara Nagara, Shardanagara and B Sector in ward No-01, 02 & 04 of Yelahanka Division (Package No-04) | 50000/- |
| 05 | Consultancy services for Supervision, Project Management and Quality Control for the work of Comprehensive Development of Roads and Drains at Adhithya Nagara Chikkabettahalli, Jyothinagara, Munishamappa Layout and Judicial Layout in ward No:03 & 04 of Yelahanka Division.(Package No-05) | 40000/- |
| 06 | Consultancy services for Supervision, Project Management and Quality Control for the work of Improvements to Asphalting to roads and drains at Best County, Ambabhavaninagara, Ambabhavani Layout, Prakruthi Layout and Surrounding areas in Attur ward No:03 of Yelahanka division (Package no-06) | 30000/- |
| 07 | Consultancy services for Supervision, Project Management and Quality Control for the work of Development of roads and drains at Maruthinagara 4th main and cross roads Basaveshwaranagara and Shivanahalli surrounding areas in ward No:01 Yelahanka Division (Package 07) | 20000/- |
| 08 | Consultancy services for Supervision, Project Management and Quality Control for the work of Development of roads and drains at Venkatala, Kenchenahallli, Nagenahalli, Harohalli village and Drilling of borewells and Providing pipe line at SC/ST areas in ward No:01 and 02 of Yelahanka Division (Package 08) | 25000/- |
| 09 | Consultancy services for Supervision, Project Management and Quality Control for the work of Developments of Roads and drains at Attur, Ananthapura, 3rd Phase Sanitary Core areas and Drilling of Borewells and Providing pipe line at SC/ST areas in ward No:03 & 04 of Yelahanka Divison (Package No:09) | 25000/- |
| 10 | Consultancy services for Supervision, Project Management and Quality Control for the work of Improvements to Roads and Drains at Kempegowda ward No-01 and Chowdeshwari ward No-02 of Yelahanka Sub Division. | 20000/- |
| 11 | Consultancy services for Supervision, Project Management and Quality Control for the work of Improvements to roads and drains at Basavalingappa Badavane and Rajiv Gandhinagara and Chikkabettahalli in ward No:03 of Yelahanka Satellite town Sub division. | 20000/- |

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| 16 | Consul and Develo Chowd |
| 17 | Consulta and Qu Develop Layout a |
| 18 | Consulta and Qua and dra Ward No |
| 19 | Consulta and Qua and Dr Mainten Division |
| 20 | Consulta and Qua and dra ward no |

**Calendar of Events**

1. Availability of
2. Date of pre bid **10-2020 at 16**
3. last date for up
4. Date of opening
5. Date of openi procurement

**Note**

1. Participant shall eligibility criter documents sha verification wh

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| | | |
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| 12 | Consultancy services for Supervision, Project Management and Quality Control for the work of Development and Construction of Auditorium and Toilet at Yelahanka PU college in ward NO-01 of Yelahanka Sub Division. | 15000/- |
| 13 | Consultancy services for Supervision, Project Management and Quality Control for the work of Construction of Additional Class Rooms and Compound wall at Govt, Higher Primary school (Bangala School) at Yelahanka old Town in Kempegowda ward No:01 | 15000/- |
| 14 | Consultancy services for Supervision, Project Management and Quality Control for the work of Construction of drains & Culverts at A sector, B Sector & Mathrulayout in ward No 04 | 15000/- |
| 15 | Consultancy services for Supervision, Project Management and Quality Control for the work of Improvements to Roads and Drains at AMS layout and Muneshwara layout in ward no-03 of Yelahanka Satellite Town Sub Division. | 15000/- |
| 16 | Consultancy services for Supervision, Project Management and Quality Control for the work of Comprehensive Development of Manavarthithota and Surrounding areas in Chowdeshwari ward No 02 | 15000/- |
| 17 | Consultancy services for Supervision, Project Management and Quality Control for the work of Comprehensive Development of BHEL layout Ayyappa Layout, Anugraha Layout and Hillside Modals in Attur Ward No:03 | 15000/- |
| 18 | Consultancy services for Supervision, Project Management and Quality Control for the work of Improvements to raods and drains in Chikkabommasadra main and cross roads in Ward No:04 | 15000/- |
| 19 | Consultancy services for Supervision, Project Management and Quality Control for the work of Developments of Roads and Drains at PDMS Premises (Police Driving and Maintenance School) in ward No -01 of Yelahanka Sub Division. | 15000/- |
| 20 | Consultancy services for Supervision, Project Management and Quality Control for the work of Improvements to roads and drains at Ambedkarnagara and Kanakanagara areas in ward no:04 of Yelahanka Satellite town sub division. | 15000/- |

**Calendar of Events**

1. Availability of RFP Document from **28-09-2020** onwards
2. Date of pre bid meeting at the office chief Engineer (Yelahanka Zone) on **05-10-2020 at 16.00 hours**
3. last date for uploading the Filled proposal **on 09-10-2020 at 16.00 hours**
4. Date of opening of technical proposal is **12-10-2020 at 16.00 hours**
5. Date of opening financial proposals after approval of technical proposals through e-procurement

**Note**

1. Participant shall upload all the signed and Scanned copies of certificates pertaining to their eligibility criteria Essential conditional criteria financial criteria documents, etc. no physical documents shall be considered participants shall produce all the original documents for verification whenever accessory.

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BBMP, Bengaluru

**Executive Engineer**
**Bruhat Bengaluru Mahanagara Palike**
**Yelahanka, Division**

## SECTION 2
## INFORMATION TO CONSULTANTS

### 1. Introduction

1.1 The Employer named in the "Data Sheet" shall select a Firm among those who will submit the Proposals (Technical Proposal and Financial Proposal) for the Assignment mentioned in the Data Sheet, in accordance with the Method of Selection indicated in the Data Sheet.

1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for Consulting Services required for the Assignment named in the Data Sheet. The Proposal will be the basis for Contract Negotiations and ultimately for a Signed Contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the Performance of the Consultant under each Phase must be to the Employer's Satisfaction before Work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take those conditions into account in preparing their Proposals. To obtain first hand information on the Assignment and on the Local Conditions, Consultants are encouraged to pay a visit to the Employer before submitting a proposal and to attend a Pre Proposal Conference if one is specified in the Data Sheet. Attending the Pre Proposal Conference is optional. The Consultants' Representatives should contact the Officials named in the Data Sheet to arrange for their visit or to obtain Additional Information on the Pre Proposal Conference. Consultants should ensure that these Officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Employer shall provide the Inputs specified in the Data Sheet, assist the Firm in obtaining Licenses and Permits needed to carry out the Services and make available relevant Project Data and Reports.

1.6 Please note that (i) the Costs of Preparing the Proposal and of Negotiating the Contract, including a visit to the Employer, are not reimbursable as a Direct Cost of the Assignment; and (ii) the Employer is not bound to accept any of the Proposals submitted.

1.7 The Executive Engineer, Yelahanka Division, BBMP expects the Consultant to provide Professional, Objective and Impartial Advice and at all time hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflicts with other Assignments or his own Corporate Interests. The Consultant shall not be hired for any Assignment that would be in conflict with his prior or current Obligations to other Employers, or that may place him in a position of not being able to carry out the assignment in the best interest of the Employer.

1.7.1 Without limitation on the generality of this rule, the Consultant shall not be hired under the circumstances set forth below.

a. A Firm which has been engaged by the Employer to provide goods or works for a project, and any of its affiliates, shall be disqualified from providing Consulting Services for the same project.

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shall be displayed in the e – Procurement Website. The Employer may at its own discretion extend the Deadline for the Submission of Proposal.

## 3. Preparation of Proposal

3.1 The Consultants are requested to submit their Proposals (sub para 1.2) written in the Language(s) specified in the Data Sheet.

**Technical Proposal**

3.2 While preparing the Technical Proposal, the Consultants are expected to examine the Documents comprising this RFP in detail. Material Deficiencies in providing the Information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, the Consultants shall give particular attention to the following.

i. *If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Employer as indicated in the Data Sheet. Consultants must obtain the approval of the Employer to enter into a Joint Venture with consultants not invited for this assignment.*

ii. For Assignments on a Staff – Time Basis, the estimated number of Key Professional Staff – Months is given in the Data Sheet. The Proposal shall, however, be based on the Number of Key Professional Staff – Months estimated by the Firm.

iii. It is desirable that the Majority of the Key Professional Staff proposed be Permanent Employees of the Firm or has an extended and stable working relation with it.

iv. Proposed Key Professional Staff shall at a minimum have the Experience indicated in the Data Sheet.

v. Alternative Key Professional Staff shall not be proposed, and only one Curriculum Vita (CV) may be submitted for each position.

vi. Reports to be furnished by the Consultants as part of this Assignment must be in the Language(s) specified in the Data Sheet. It is desirable that the Firm's Personnel have a Working Knowledge of the Employer's Official Language.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (**Section 3**).

i. A Brief Description of the Consultant's Organization and an Outline of the Recent Experience on Assignments (**Section 3B**) of a similar nature. For each Assignment, the outline shall indicate, inter alia, the Profiles and Names of the Staff provided, Duration of the Assignment, Contract Amount and Firm's Involvement.

ii. Any Comments or Suggestions on the Terms of Reference and on the Data, a List of Services and Facilities to be provided by the Employer (**Section 3C**).

iii. A Description of the Methodology and Work Plan for Performing the Assignment (**Section 3D**).

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4.4 No Physical Documents shall be considered. All the Participants shall produce all the Original Documents for Verification whenever necessary.

4.5 Any Consultancy Firm / Company trying to submit the Proposal after Deadline will not be accepted in the e – Procurement.

4.6 Financial Proposals will not be opened until Technical Evaluation has been completed and the Result approved and notified to all Consultants.

4.7 **Earnest Money Deposit**

4.7.1 The Consultant shall furnish, as part of his Proposal, Earnest Money Deposit (EMD) in the amount as specified in the e – Procurement Portal along with the Technical Proposal using any of the following modes.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

4.7.2 EMD Amount shall be submitted by the Consultants taking into account of the following Conditions.

a. EMD will be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded.

b. The Consultant's Proposal will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 4.7.1, 4.7.2 a.

4.7.3 Any Proposal not accompanied by an acceptable EMD as indicated in Sub Clause 4.7.1 and 4.7.2 above shall be rejected by the Employer as Non Responsive.

4.7.4 The Earnest Money Deposit of the Unsuccessful Consultants will be returned within 45 days of the end of the Proposal Validity Period as specified in the Data Sheet.

4.7.5 The Earnest Money Deposit of the Successful Consultant will be discharged only when the Consultant has signed the Agreement and furnished the required Performance Security.

4.7.6 The Earnest Money Deposit may be forfeited

a. If the Consultant withdraws the Proposal after Proposal Opening during the Period of Proposal Validity;

b. If the Consultant does not accept the Correction of the Price, pursuant to Clause 5.6; or

c. In the case of a successful Consultant, if the Consultant fails within the specified time limit to

i. Sign the Agreement; or

ii. Furnish the required Performance Security.

4.8 The Last Date and Time including Hours, Minutes and Seconds for Submission of the Proposal will be mentioned in the Portal. The Proposal will disappear automatically immediately after the Time of Submission is elapsed.

4.9 Consultant may modify Contents of their Technical Proposal or Financial Proposal before the Deadline for Proposal Submission mentioned in the Portal.

4.10 Consultant may withdraw their Proposals by cancelling his Proposal on the Portal only before the Deadline for Proposal Submission mentioned in the Portal.

4.11 No Proposal may be modified and withdrawn after the Deadline for Submission of Proposal.

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Yelahanka, Division

5.4 After the Evaluation of all the Technical Proposals are completed, the Employer shall display in the e – Procurement Website the Name of those Consultants whose Proposals did not meet the minimum Qualifying Mark or were considered Non Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the e – Procurement Website the Names of the Consultants that have secured the minimum Qualifying Mark.

5.5 The Financial Proposal shall be opened publicly in the presence of the Consultants' Representatives who choose to attend. The Name of the Consultant, the Technical Scores and the proposed Prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare Minutes of the Public Opening.

5.6 The Evaluation Committee will determine whether the Financial Proposals are complete, (i.e. whether they have cost all Items of the corresponding Technical Proposals, if not, the Employer will cost them and add their cost to the initial price), correct any Computational Errors.

5.7 The Employer will select the Lowest Proposal ('evaluated' price) among those that have passed the Minimum Technical Score. The selected Consultant shall be invited for Negotiations.

**6. Negotiations**

6.1 Negotiations will be held at the Address indicated in the Data Sheet. The aim is to reach an Agreement on all Points and sign a Contract.

6.2 Negotiations will include a Discussion of the Technical Proposal, the Proposed Methodology (Work Plan), Staffing and any Suggestions made by the Firm to improve the Terms of Reference. The Employer and Consultant will then work out Final Term of Reference, Staffing and Bar Charts indicating Activities, Staff, periods in the Field and in the Home Office, Staff Months, Logistics, and Reporting. The Agreed Work Plan and Final Terms of Reference shall then be incorporated in the "Description of Services" and form part of the Contract. Special Attention shall be paid to get the most the Consultant can offer within the available budget and to clearly defining the Inputs required from the Employer to ensure satisfactory implementation of the Assignment.

6.3 Unless there are Exceptional Reasons, the Financial Negotiations shall involve neither the Remuneration Rates for Staff (no Breakdown of Fee) nor other Proposed Unit Rates.

6.4 Having selected the Consultant on the basis of, among other things, an Evaluation of Proposed Key Professional Staff, the Employer expects to negotiate a Contract on the basis of the Experts named in the Proposal. Before Contract Negotiations, the Employer shall require Controls that the Experts shall be actually available. The Employer shall not consider Substitutions during Contract Negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the Objectives of the Assignment. If this is not the case and if it is established that Key Staff offered in the Proposal was without confirming their availability, the Consultant may be disqualified.

6.5 The Negotiation will conclude with a Review of the Draft Form of the Contract. To complete Negotiation, the Employer and the Consultant shall initial the Agreed Contract. If Negotiations fail and if it is concluded that a Contract with Reasonable Terms cannot be concluded with this Consultant, the Employer shall invite the Firm who has quoted the Second Lowest Price for Negotiations. The Process shall be repeated till an Agreed Contract is concluded.

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**Executive Engineer**
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

## DATA SHEET

## INFORMATION TO CONSULTANTS

**Clause Reference**

1.1 The Name of the Employer: **The Commissioner**
**Bruhat Bengaluru Mahanagara Palike**
**Bengaluru**

The Method of Selection: Least Cost Selection. **(LCS).**

1.2 A Technical Proposal and a Financial Proposal are requested: **Yes.**

The Name, Objectives and Description of the Assignment are:
**Consultancy services for Supervision, Project Management and Quality Control for the work of** Comprehensive Development of Roads and drains at Sai Nagara Phase-I & II Yelahankaa 208, 407, 707 SFS, Attur village and Chitra layout in Attur ward no-03 in Yelahanka Division (Package -02)

1.3 The Assignment is phased: **No.**

1.4 A Pre Proposal Conference will be held: **Yes.**
It will be held at the **Office of the Chief Engineer, Yelahanka Zone , Bruhat Bengaluru Mahanagara Palike Bengaluru – 560092.**

The Name (s), Address (es) and Telephone No. (s) of the Employer's Official (s) are:
**Executive Engineer**
**Yelahanka Division**
**Bruhat Bengaluru Mahanagara Palike**
**Bengaluru – 560064**

1.5 The Employer shall provide the following Inputs: **Quality control and supervision of the work.**

1.7.2 The Employer envisages the need for continuity for any Downstream Work: **No.**

1.10 The Clauses on Fraud and Corruption in the Contract are **Sub Clause 2.7.1 of General Conditions of Contract.**

2.1 Clarifications may be requested up to **one day prior to Pre- Proposal conference before the submission date through e – Procurement Website only.**

Proposals should be submitted in the following Language(s): **English.**

3.3 i. Deleted.

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**Points**

| | | |
|---|---|---|
| i. General Qualification | | 15 |
| • Educational Qualification | | |
| • Experience in Civil Consultancy Field | | |
| • Experience in Structural Design | | |
| ii. Adequacy for the Project | | 30 |
| • Experience in preparing of DPRs in Urban Conditions | | |
| iii. Experience in Region and Language | | 05 |
| • Knowledge in Kannada and English Language | | |
| | **Total** | **50** |

The minimum Technical Score required passing: **75 Points**

6.1 The Address for Negotiations is: **The Executive Engineer, Yelahanka Division, Bruhat Bengaluru Mahanagara Palike, Bengaluru – 560 064.**

7.2 The Assignment is expected to commence **immediately.**

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Executive Engineer
BBMP, Bangalore
Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka Division

## A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant)

_____
_____
_____

To: (Name and Address of Employer)

_____
_____
_____

Dear Sir

**Subject:** Consultancy services for Supervision, Project Management and Quality Control for the work of Comprehensive Development of Roads and drains at Sai Nagara Phase-I & II Yelahankaa 208, 407, 707 SFS, Attur village and Chitra layout in Attur ward no-03 in Yelahanka Division (Package -02) **Bengaluru" – Technical Proposal reg.**

We, the undersigned, offer to provide the Consulting Services for the above Work in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposals, which include this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the Period of Validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the Proposed Staff. Our Proposal is binding upon us and subject to the Modifications resulting from Contract Negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

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Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

## 3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFOMING THE ASSIGNMENT

Consultant's Name: _____

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Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

## 3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: .....
Name of the Consultant: .....
Name of Staff: .....
Profession: .....
Date of Birth: .....
Years with Firm / Entity: ..... Nationality: .....
Membership in Professional Societies: .....
Detailed Tasks Assigned: .....

**Key Qualifications:**

[Give an Outline of Staff Member's Experience and Training most pertinent to Tasks on Assignment. Describe Degree of Responsibility held by Staff Member on Relevant Previous Assignments and give Dates and Locations. Use about half a page.]

**Education:**

[Summarize College / University and other Specialized Education of Staff member giving names of Schools, Dates attended, and Degrees obtained. Use about one quarter of a page.]

**Employment Record:**

[Starting with Present Position, list in reverse order every employment held. List all Positions held by Staff Member since Graduation, giving Dates, Names of Employing Organizations, Titles of Positions held, and Locations of Assignments. For experience in last five years, also give Types of Activities performed and Employer References, where appropriate. Use about two pages.]

**Languages:**

[For each Language indicates Proficiency: Excellent, Good, Fair, or Poor, in Speaking, Reading and Writing.]

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these Data correctly describe me, my qualifications, and my experience.

_____

[Signature of Staff Member and authorized Representative of the Consultant]

**Date:** Day / Month / Year

Full Name of Staff Member: .....

Full Name of Authorized Representative: .....

Consultant's Name: _____

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Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

## 4B. SUMMARY OF COSTS

| Sl. No. | Description[@] | Amount (Rupees) |
|---|---|---|
| 1. | Remuneration for Key Professional Staff | |
| 2. | Supporting Staff | |
| 3. | Transportation | |
| 4. | Duty Travel to Site | |
| 5. | Office Rent | |
| 6. | Office Supplies, Utilities and Communication | |
| 7. | Office Furniture and Equipment | |
| 8. | Reports and Document Printing | |
| 9. | Surveys | |
| | **Total Cost** | |
| | Service Tax | |
| | **Total Cost (Including Service Tax)** | |

**Note:** **The Ceiling Cost of the Consultancy is as shown in the Summary of Costs. Payments will be made as per Stipulations of the Special Conditions of Contract. The Breakup of Cost as given in Format 4C is to facilitate Assessment of Reasonableness of Costs and conducting Negotiations in accordance with Clause 6 of the Information to Consultants.**

[@] Modify the Items as appropriate for the Consultancy Assignment.

Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

## SECTION 6

## CONTRACT FOR CONSULTANT'S SERVICES

Between

_____

Executive Engineer
Yelahanka Division, BBMP, Bngalore-560064

[Name of the Employer]

and

_____

[Name of Consultants]

Date:

Executive Engineer
Brihat Bengaluru Mahanagara Palike
Yelahanka, Division

FOR AND ON BEHALF OF

[NAME OF EMPLOYER]
By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]
By
(Authorized Representative)

Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

1.3 **Language**

This Contract has been executed in English Language, which shall be the Binding and Controlling Language for all Matters relating to the Meaning or Interpretation of the Contract.

1.4 **Notices**

Any Notice, Request or Consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or fax to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such Locations as are specified in Appendix A and when the Location of a Particular Task is not specified, the Employer may approve such Locations whether in Karnataka or elsewhere.

1.6 **Authorized Representatives**

Any Action required or permitted to be taken, any Document required or permitted to be executed, under this Contract by the Employer or the Consultant may be taken or executed by the Officials specified in the SC.

1.7 **Taxes and Duties**

The Consultant, Sub consultant and their Personnel shall pay such Taxes, Duties, Fees and other Impositions as may be levied under the Applicable Law, the Amount of which is deemed to have been included in the Contract Price.

2.0 **Commencement, Completion, Modification and Termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into Effect either on the Date when the Contract is signed by both the Parties or on such other Date as may be stated in the SC.

2.2 **Commencement of Services**

The Consultant shall begin carrying out the Services within seven (7) days after the Date the Contract becomes Effective, or at such other Date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the Terms and Conditions of this Contract, including any Modification of the Scope of the Services or of the Contract Price, may only be made by Written Agreement between the Parties.

Executive Engineer
Bruhat ... Division
Yel...

3.2.3 **Consultant and Affiliates not to engage in certain Activities**

The Consultant agrees that, during the Term of this Contract and after its Termination, the Consultant and his Affiliates, as well as any Sub Consultant and any of its Affiliates, shall be disqualified from providing Goods, Works or Services (other than the Services and any Continuation thereof) for any Project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Consultant nor his Sub Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following Activities.

a. During the Term of this Contract, any Business or Professional Activities in the Government's Country which would conflict with the Activities assigned to him under this Contract; or
b. After the Termination of this Contract, such other Activities as may be specified in the SC.

3.3 **Confidentiality**

The Consultant, his Sub Consultants, and the Personnel of either of them shall not, either during the Term or within two (2) years after the Expiration of this Contract, disclose any Proprietary or Confidential Information relating to the Project, the Services, this Contract, or the Employer's Business or Operations without the Prior Written Consent of the Employer.

3.4 **Insurance to be taken out by the Consultant**

The Consultants (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain at their (or the Sub Consultant's, as the case may be) own cost but on terms and conditions approved by the Employer, Insurance against the Risks, and for the Coverage, as shall be specified in the SC; and (b) at the Employer's Request, shall provide evidence to the Employer showing that such Insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Consultant's Actions requiring Employer's Prior Approval**

The Consultant shall obtain the Employer's Prior approval in Writing before taking any of the following Actions.

a. Entering into a Subcontract for the Performance of any Part of the Services, it being understood (i) that the Selection of the Sub Consultant and the Terms and Conditions of the Subcontract shall have been approved in Writing by the Employer prior to the Execution of the Subcontract, and (ii) that the Consultant shall remain fully Liable for the Performance of the Services by the Sub Consultant and its Personnel pursuant to this Contract.
b. Appointing such Members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub Consultants"), and
c. Any other Action that may be specified in the SC.

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## 5.0 Obligations of the Employer

### 5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall

a. Issue to Officials, Agents and Representatives of the Government all such Instructions as may be necessary or appropriate for the Prompt and Effective Implementation of the Services.
b. Assist the Consultant and the Personnel and any Sub consultants employed by the Consultants for the Services from any Requirement to register or obtain any Permit to practice their Profession or to establish themselves either individually or as a Corporate Entity according to the Applicable Law.
c. Provide to the Consultant, Sub Consultants and Personnel any such other Assistance as may be specified in the SC.

### 5.2 Services and Facilities

The Employer shall make available to the Consultant and its Personnel, for the Purposes of the Services and Free of any Charge, the Services, Facilities and Property described in Appendix D at the time and in the manner specified in said Appendix D, provided that if such Services, Facilities and Property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any Time Extension that it may be appropriate to grant to the Consultant for the Performance of the Services, (ii) the Manner in which the Consultant shall procure any such Services, Facilities and Property from other Sources, and (iii) the Additional Payments, if any, to be made to the Consultants as a result thereof.

## 6.0 Payment to the Consultant

### 6.1 Lump Sum Remuneration

The Consultant's Total Remuneration shall not exceed the Contract Price and shall be a Fixed Lump Sum including all Staff Costs, Sub Consultants' Costs, Printing, Communications, Travel, Accommodation, and the like, and all other Costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to Additional Payments in accordance with Clause 2.4.

### 6.2 Contract Price

The Contract Price is set forth in the SC.

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## III. SPECIAL CONDITIONS OF CONTRACT

| GC Clause Reference | |
|---|---|
| 1.1 (h)] | The Member in Charge is Executive Engineer, Yelahanka Division, BBMP, Bangalore-560064 |
| 1.4] | The Addresses are: |

**Employer** :

Attention : _____
Telex : _____
Fax : _____
E – mail : _____

**Consultant** : _____
_____
_____

Attention : _____
Telex : _____
Fax : _____
E – mail : _____

Notice shall be deemed to be effective as follows:

a. In the case of Personal Delivery or Registered Mail, on delivery.
b. In the case of Telex / E – mail, 24 hours following Confirmed Transmission.
c. In the case of Telegrams, 24 hours following Confirmed Transmission and
d. In the case of Facsimiles, 24 hours following Confirmed Transmission.

1.6] The Authorized Representatives are:

For the Employer:

For the Consultant:

1.7] The Consultant and its Personnel shall pay the Taxes, Duties, Fees, Levies and other Impositions levied under the Existing, Amended or Enacted Laws during the Life of this Contract and the Employer shall perform such Duties in regard to the Deduction of such Taxes as may be lawfully imposed.

Executive Engineer,
Bruhat Ba... Maharagara Palike
Yel... Division

## APPENDICES

**Appendix A: Description of the Services**

[Give Detailed Descriptions of the Services to be provided, Dates for Completion of Various Tasks, Place of Performance for different Tasks, Specific Tasks to be approved by Employer, etc.]

**Appendix B: Reporting Requirements**

[List Format, Frequency, Contents of Reports and Number of Copies; Dates of Submission, etc. If no Reports are to be submitted, state here "Not Applicable"]

**Appendix C: Key Personnel and Sub Consultants**

[List hereunder:

C – 1 Titles [and Names, if already available], Detailed Job Descriptions and Minimum Qualifications, Experience of Key Personnel to be assigned to Work and Staff Months for each.

C – 2 List of Approved Sub Consultants [if already available]; same Information with respect to their Personnel as in C – 1 through C – 2.

**Appendix D: Services and Facilities to be provided by the Employer**

[List hereunder:

F – 1 Services, Facilities and Property to be made available to the Consultant by the Employer.

**Appendix E: Breakdown of Contract Price in Indian Rupees**

List here the Elements of Cost used to arrive at the Breakdown of the Lump Sum Price.

1. Monthly Rates for Local Personnel (Key Personnel and other Personnel).
2. Reimbursable Expenditures.

This appendix shall exclusively be used for determining remuneration for Additional Services.

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Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____ ) and the guarantee shall remain valid till _____ unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of ..... months i.e. up to 3 months beyond the expiry of Defect Liability Period of ..... months.

Signature and Seal of the Guarantor _____

In presence of

Name and Designation
(Name, Signature and Occupation)
Name of the Bank

Address
(Name and Occupation)
Date _____

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Brahat Bengaluru Mahanagara Palike
Yelahanka, Division